

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

RE DW 001

Concession Permit

PERMIT NO. CP 8480-6-0001

This Concession was previously authorized pursuant to
PERMIT NO. N/A

NAME OF CONCESSIONER: American Youth Hostels, Inc. Golden Gate Council

(Type or Print Clearly)

dba American Youth Hostels, Inc. Golden Gate Council

ADDRESS: 425 Divisadero, Suite 307

CITY, STATE, ZIP CODE: San Francisco, California 94117

PHONE NUMBER: (415) 863-1444

(Area Code and Number)

The above, hereinafter referred to as "Concessioner", is hereby authorized and agrees to provide youth hostel lodging accommodations, food preparation area and interpretive materials

for the public within Redwood National Park (Klamath Area, DeMartin House)

YEARS from August 15, 1986, This permit shall be for the term of four (4)
Through August 14, 1990

subject to the following terms and conditions:

1. **Revocation.** It is expressly understood and agreed that this permit may be revoked or amended at any time at the discretion of the Director.

2. **Transfer or Assignment.** The Concessioner shall neither transfer nor assign this permit, nor grant any interest or privilege therein without prior written approval of the Director.

3. **Facilities and Services.** The Concessioner shall maintain and operate the concession in such manner as the Director may deem satisfactory and shall provide the plant if not provided by the Service, personnel, equipment, goods, and commodities necessary therefor.

4. **Rates.** All rates and prices charged to the public by the Concessioner shall be subject to regulation and approval by the Service. A schedule of rates shall be filed in duplicate with the Director and shall be adhered to until a revised schedule is approved.

5. **Lands and Buildings.** The Director, retaining right of entry, hereby assigns for use by the Concessioner:

The DeMartin House (Building No. 3100), located at Wilson Creek in Del Norte County, California, and approximately 37,000 square feet of land. Refer to Attachment "A" (Exhibit "D") for land assignment.

6. **Improvements by Concessioner.** The Concessioner may construct or install upon the assigned lands such improvements as are necessary or desirable for the operations permitted hereunder, subject to prior approval by the Director of the location, plans, and specifications thereof. Upon termination of this permit, or termination of any renewal thereof, the Concessioner shall remove any such improvements and shall restore the site thereof to as nearly a natural condition as possible at no cost to the United States of America. Any such improvements as have not been removed by the Concessioner within six (6) months following termination of this permit, or termination of any renewal thereof, shall become the property of the United States without compensation therefor. However, if any such improvements are required to be removed by the Director upon the termination of the permit, and the Concessioner fails to do so within the aforesaid six (6) months, they may be removed by the Director and the Concessioner agrees to pay the cost of such removal.

7. **Accounting Records and Reports.** The Concessioner shall maintain such accounting records as may be prescribed by the Service. It shall submit not later than sixty (60) days after the 31st day of December

a financial report for the preceding year in the format prescribed by the Service and such other data as may be required by the Service. The Service shall have the right to examine the Concessioner's records to verify all such reports. The Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of five (5) calendar years after the close of the business year of the concessioner, have access to and the right to examine any pertinent books, documents, papers, and records of the concessioner related to the permit or permits involved.

8. **Insurance and Indemnity.** Required provisions with respect to Insurance and Indemnity under this permit are set forth in Exhibit "A" attached hereto and made a part hereof.

9. **Utilities.** The Director may furnish utilities to the Concessioner, for use in connection with the operations authorized hereunder, when available, at reasonable rates to be fixed by the Director, which shall at least equal the actual cost of providing the utility or service, **unless a reduced rate is provided for in established policy of the Director in effect at the time of billing.**

10. **Lien.** As security for the faithful performance by the Concessioner of all of its obligations under this permit, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the area.

11. **Nondiscrimination.** The Concessioner shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (b) Title V, Section 503 of the Rehabilitation Act of September 26, 1973, P.L. 93-112, which requires Government Contractors and Subcontractors to take affirmative action to employ and to advance in employment qualified handicapped individuals, and with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and in providing facilities and services to the public and shall do nothing in advertising for employees which will prevent those covered by these laws from qualifying for such employment. Regulations heretofore promulgated are set forth in Exhibit "B" attached hereto and made a part hereof.

12. **General Provisions.** (a) Operations under this permit shall be subject to the laws of Congress governing the area and rules and regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated.

(b) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(c) Reference in this permit to the "Director" shall mean the Director of the National Park Service, and the term shall include his duly authorized representatives. Reference in this permit to the "Service" shall mean the National Park Service.

(d) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this permit or to any benefit that may arise herefrom but this restriction shall not be construed to extend to the permit if made with a corporation or company for its general benefit.

13. **Franchise Fee.** (a) An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

(b) The franchise fee shall be as follows: **The concessioner shall pay to the United States, through the Superintendent, prior to commencement of operation each year during the term of this permit, the sum of \$100.00 as a franchise fee for the privileges authorized herein.**

14. **Special provisions:** (a) **The concessioner shall comply with requirements for protection of cultural resources (Exhibit "C"), the Maintenance Agreement (Exhibit "D"), and the Operating Plan (Exhibit "E"), all attached hereto and made part of this permit.** (b) **The concessioner shall complete the Construction and Improvement Program attached as Exhibit "F" and hereof made part of this permit.**

Dated at Redwood National Park, this 15th day of August 19 86.

UNITED STATES OF AMERICA



BY Douglas G. Warnock

(Concessioner)

BY Barbara Tatum

TITLE Executive Director

DATE August 26, 1986

TITLE Superintendent,
Redwood National Park

INSURANCE AND INDEMNITY

(A) GENERAL. The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under this permit. The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Director. The Concessioner shall, annually, or at the time insurance is purchased provide the Director with Certificates of Insurance, Broker's Analysis or similar documents sufficient to evidence compliance with this section and shall provide the Director thirty (30) days advance written notice of any material change in the Concessioners insurance program hereunder.

(B) PROPERTY INSURANCE. The Concessioner at its cost shall secure and maintain, for both Concessioner Improvements and Government Improvements, fire, extended coverage and such other perils insurance in such types and limits as are determined by the Director to be necessary to repair or replace those buildings, structures, equipment, furnishings, betterments and improvements, and merchandise necessary to satisfactorily discharge the Concessioner's obligations under this permit. For insurance purposes, values of such property shall be determined at the inception of this permit. Such insurance shall provide for the Concessioner and the United States of America to be named insureds as their interest may appear.

Insurance provisions respecting replacement at the "same site" shall be waived. In the event of loss the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Director. The lien provision of Section 10 shall apply to such insurance proceeds.

(C) ADDITIONAL PROPERTY DAMAGE REQUIREMENTS -- GOVERNMENT IMPROVEMENTS, PROPERTY AND EQUIPMENT. The following additional requirements shall apply to structures, all or any part of which are "Government Improvements" as defined in Section 5.

(1) The insurance policy shall contain a loss payable clause approved by the Director which provides that insurance proceeds shall be paid directly to the Concessioner without requiring endorsement by the United States.

(2) The use of insurance proceeds for repair or replacement of Government structures will not alter their character as Government structures and the Concessioner shall gain no possessory interest therein.

(D) PUBLIC LIABILITY. The Concessioner shall purchase and maintain during the term of this permit Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event not less than \$100,000 for bodily injury per person and \$500,000 per accident and property damage of at least \$25,000 per occurrence. All liability policies are to specify that the insurance company shall have no right of subrogation against the United States of America except that caused by the sole negligence of the United States or its

employees and have no recourse against the Government for payment of any premiums or assessments.

Specific types of coverages the Concessioner shall purchase and maintain during the term of this permit include Comprehensive General Liability, with extensions which provide Product Liability and Contractual Liability and Liquor Liability if liquor is served.

The Concessioner shall also obtain the following additional coverages:

1. Automobile Liability. The Concessioner shall provide the following coverages respecting vehicles owned and/or operated by the Concessioner: Comprehensive Automobile Liability, Uninsured Motorist coverages, and Statutory "No-Fault" coverages, as required by the state of operation.

2. Workers' Compensation. Statutory Workers' Compensation as required in the state of operation.

NONDISCRIMINATION

SECTION I
REQUIREMENTS RELATING TO EMPLOYMENT
AND
SERVICE TO THE PUBLIC

A. EMPLOYMENT: During the performance of this concession permit the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by or on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other permit or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a permit every Government contractor or subcontractor holding a permit that generates gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this concession permit or with any of such rules, regulations, or orders, this concession permit may be cancelled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession permit in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS: The preceding provisions A(1) through (8) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable

to this permit, and shall be included in all permits executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this permit, and for that purpose the term "Permit" shall be deemed to refer to this instrument and to permits awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded permits by the Concessioner.

C. FACILITIES: (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin or disabling condition; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, age, national origin or disabling condition in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in Subsection C herein to be incorporated in all of the Concessioner's permits or other forms of agreement for use of land made in pursuance of this agreement.

SECTION II

ACCESSIBILITY

Title V, Section 504 of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent

of the law and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U. S. Postal Service.

PART A

DISCRIMINATION PROHIBITED

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

1. Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
3. Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or services to beneficiaries of the recipient's program;
6. Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
7. Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving an aid, benefit, or service.

PART B

EXISTING FACILITIES

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

EXHIBIT "C"

Concession Permit No. CP 8480-6-0001

PROTECTION OF HISTORIC AND CULTURAL RESOURCES

1. Grounds associated with the De Martin House are archeologically sensitive. Construction plans shall be designed to assure minimal subsurface disturbance; e.g., pier and post supports will be used in lieu of slab foundations. The concessioner shall meet with the park staff archeologist following award of the permit in order to review proposed construction and rehabilitation plans. Park staff will provide archeological testing and investigations prior to construction to prevent unexpected encounters of subsurface archeological deposits during rehabilitation of the De Martin House.
2. A park archeologist will monitor ground disturbance during construction activities. If subsurface cultural deposits are encountered, the archeologist may stop construction activities in the area of the finds in order to evaluate the material. In the absence of the staff archeologist, the concessioner shall halt all construction and/or maintenance activities in the area of discovered material and make immediate contact with the park Superintendent. Indicators of subsurface cultural deposits include: black midden soils, shell, bone, obsidian, chert, old glass/metal/nails/buttons/cans/bottles, stone foundations, or human burial remains.

Concession Permit No. CP 8480-6-0001

Maintenance Agreement

Redwood National Park

Preface of Agreement

This agreement between American Youth Hostels, Inc. (hereinafter referred to as Concessioner) and the National Park Service (hereinafter referred to as Service) will serve to establish maintenance responsibilities for the Concessioner and the Service for that portion of Redwood National Park assigned to the Concessioner. This agreement will remain in effect during the term of Concession Permit No. CP 8480-6-0001, amendments and changes may be made at the discretion of the Service.

I. Government-owned Buildings Assigned to the Concessioner

DeMartin House - Wilson Creek

II. Concessioner-owned Buildings

None

III. Maintenance Inspection

There shall be an annual joint review during the month of June of all buildings within the assigned areas to determine if they are satisfactorily maintained and compliant to applicable rules, laws and regulations. As a result of this inspection a schedule of maintenance projects will be prepared, consistent with the Maintenance Agreement, by the Concessioner and Service. No improvements or revisions may be made without the prior written approval of the Superintendent.

IV. Buildings, Facilities and Structures

Concessioner Responsibilities

The Concessioner will be responsible to perform all maintenance of the building's interior consistent with applicable codes, laws and regulations.

Areas of the building considered as the interior are as follows:

- a. All areas above the lowest sub-floor.
- b. The area inside of all external walls that is not a part of the load-bearing structure. This shall include all doors and windows, including sashes, but not to include frames. The load-bearing structures and areas considered as means of egress are also part of the building's interior.
- c. All glass in windows and doors shall be considered as part of the building's interior.
- d. The area below the roof that is not a part of the load-bearing structure.
- e. Stairs, steps, ramps, etc., outside of the building used as means of egress.

It shall be the responsibility of the Concessioner to perform the following on the buildings maintenance procedures:

1. Painting of interior on at least a four-year cycle; the paint color, type and application must have the prior written approval of the Superintendent.
2. Repair, replacement and operation of the heating system.
3. Repair and maintenance of walls and ceilings.
4. Repair and maintenance of floors and floor coverings.
5. Repair, maintain, replace and testing of all interior safety devices (smoke detectors, alarms, lighting, etc.), appurtenances and safety equipment, such as fire extinguishers and fire exits.
6. Repair, maintain or replace broken glass in windows or doors. Provide window cleaning inside and out to maintain a neat and clean appearance.
7. Provide all cleaning supplies and cleaning services to maintain a neat and clean appearance.
8. Provide lamp bulb replacement of all lighting fixtures, indoors and out, to maintain a safe and well illuminated area.

9. Repair, maintain or replace all furniture, furnishings, equipment and appliances (including kitchen equipment and appliances) to achieve a safe, clean and sanitary environment consistent with requirements of code, law and regulation.
10. Remove ash and unburned wood from fireplace as required.

Service Responsibilities

The Service shall be responsible to perform all maintenance of the building's exterior for the term of this permit. Upon the next permit renewal the Service and Concessioner will renegotiate these exterior maintenance responsibilities, based on the financial capability of the hostel operation. The areas of the building and grounds considered as the exterior are as follows:

- a. Exterior walls and surfaces, including exterior portions of window sash, mullion and trim.
- b. Foundations, supports and joints under the lowest sub-floor.
- c. Shake, shingle, metal roofs, gutters and downspouts.
- d. Parking areas.
- e. Brick chimneys on the outside of the buildings.

It shall be the Service responsibility to perform the following:

1. Exterior painting within four years of the execution of the permit.
2. Repair, maintain, clean or replace downspouts and gutters.
3. Repair, maintain or replace roof and load-bearing structure of roof.
4. Maintain and regravell roads, parking areas and walks utilized by the Concessioner.
5. Repair and maintain exterior walls.
6. Repair and maintain exterior fire escape from second story.

V. Signs

Concessioner Responsibilities

The Concessioner will be responsible for the installation, maintenance, and replacement of all interior and exterior signs related to its operation and services within the assigned area (Attachment "A"). The Concessioner is responsible to ensure that its signs throughout the assigned area are compatible with Service standards. All sign styles shall be approved by the Superintendent prior to placement.

Service

The Service is responsible for all regulatory, control or information signs that serve the interest of the Government. The Service will install, maintain the replace all such signs whether posted in the interior or exterior of the building.

VI. Rain Protection/Chimney Cleanout

Concessioner Responsibilities

The Concessioner will provide secure windows, storm windows, shutters or other devices to restrict rain damage to the building's interior. The Concessioner will clean chimney linings of soot, ash and other matter, on an annual basis or as required by the Superintendent.

Service

The Service shall clear gutters and downspouts of debris for free-flowing rainwater.

VII. Litter and Garbage

Concessioner Responsibilities

The Concessioner shall be responsible for the pickup of all litter and garbage within the assigned area. The assigned area as identified in Attachment "A" will be kept free of litter, garbage, abandoned equipment, vehicles, furniture and fixtures. The Service will provide bear-proof trash and garbage containers within the assigned area. The Concessioner will keep these containers well-maintained, serviceable, and the sites free of spills, waste and litter. The Concessioner will be responsible for the removal of all trash and garbage to a site approved by the Superintendent. All materials, equipment and other items must be stored under cover and out of sight.

Service

The Service will provide bear-proof garbage containers within the assigned area.

VIII. Grounds and Landscaping

Concessioner Responsibilities

The Concessioner shall be responsible for landscaping and maintenance of the assigned area. Plans for landscaping must be approved by the Superintendent. The Concessioner shall be responsible for keeping the assigned area free and clear of hazardous materials.

Service

The Service shall be responsible for the initial landscaping of the assigned area. Following completion, the Service has no further responsibility for landscaping.

IX. Water

Concessioner Responsibilities

The Concessioner shall maintain or replace the water system within all buildings and structures (water piping, faucets, spigots) to, but not including, the water meter. The Concessioner shall replace or repair any damage to the water system, within the assigned area, as a result of acts by the Concessioner, employees, patrons or agents. The Concessioner shall also maintain all fixtures affixed to the water system within all buildings and structures. All plumbing systems shall conform to Uniform Plumbing Codes.

Service

The Service shall maintain or replace the water system within the assigned area from the main system source up to and including the water meter. The Service shall maintain the fire hydrant system and will provide bacteriological monitoring and chemical analysis of water quality as required.

X. Sewage

Concessioner Responsibilities

The Concessioner will maintain all sewer lines within all buildings and structures to the point of connection with the manhole or lift station. The Concessioner shall repair or

replace any damage to the sewer system within the assigned area as a result of acts of the Concessioner, employees, patrons or agents. The Concessioner shall also maintain, repair or replace fixtures affixed to the sewage disposal system (sinks, toilets, urinals, etc.).

Service

The Service shall maintain or operate sewage treatment services, including lift stations, for the Concessioner related services. The Service shall maintain or replace the sewage disposal system for the main system to the manhole or lift station.

XI. Electrical Service

Concessioner Responsibilities

The Concessioner will maintain, repair replace and make all needed improvements in the electrical service distribution system of all buildings within the assigned area, including all conduit, fuses, wiring and circuit breakers. The Concessioner shall also maintain all fixtures attached to the electrical system within all buildings and structures. The Concessioner will be responsible for the repair or replacement of the electrical system from the buildings or structures up to the point of contact with the utility company's equipment or meter. The work performed shall be through a qualified contractor approved by the Service.

Service

None.

Dated at Redwood National Park this 26th day
of August, 19 86.

CONCESSIONER

BY: Barbara Totten

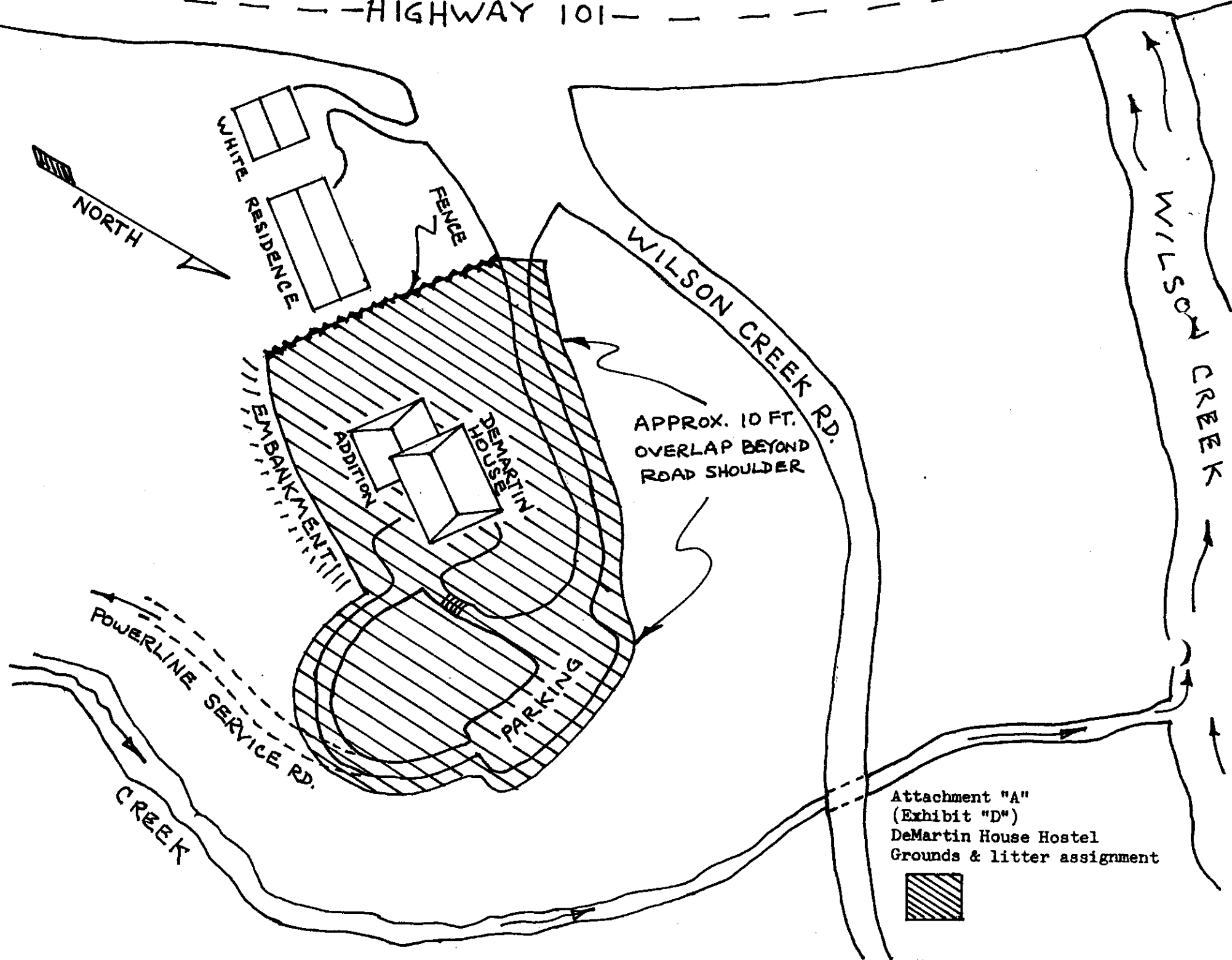
TITLE: Executive Director

DATE: August 26, 1986

NATIONAL PARK SERVICE

BY: Douglas Warnock
Superintendent

— — — — — HIGHWAY 101 — — — — —



Concession Permit No. 8480-6-0001

Operations Plan

Redwood National Park

This plan between American Youth Hostels, Inc. (hereinafter referred to as Concessioner) and the National Park Service (hereinafter referred to as the Service) will serve to establish operating responsibilities for the Concessioner and the Service in that portion of Redwood National Park assigned to the Concessioner. This plan shall remain in effect during the term of Concession Permit No. CP 8480-6-0001; amendmements or changes may be made at the discretion of the Service.

I. Management, Organization and Responsibilities

A. Concessioner Responsibilities

1. The management and organization of the concession operations will be under the Concessioner of record.
2. The Concessioner, through the on-site manager, is responsible for complying with the policies and directives of the Service, carrying out day-to-day operations and handling complaints and correspondence with the Service promptly and efficiently. The on-site manager shall remain on-site year-round.

B. Service

1. The Superintendent is the Park Manager with responsibility for total park operation, which includes the concession operation. The Superintendent has the responsibility to carry out the policies and directives of the Service.
2. Responsibilities of Staff Assistants
 - a. Management Assistant: Will act on behalf of the Superintendent. The Management Assistant is the on-site Service official immediately responsible for all concession activities and is the Service official with whom the Concessioner would initially make contact on any matter. Through the Management Assistant, the Superintendent shall review, supervise, and coordinate the Concessioner's activities as they relate to Redwood National Park. This would include inspection and evaluation of operations, rate approval, review of improvements to facilities, liaison, monitoring operations, orientation and all other activities involved in administering the permit.

- b. Chief Ranger: Will act on behalf of the Superintendent in all matters pertaining to visitor protection, resources protection and law enforcement.
- c. Chief of Interpretation: Will act on behalf of the Superintendent in all matters pertaining to interpretation of park resources and visitor-related programs.
- d. Chief of Maintenance: Will act on behalf of the Superintendent in all matters pertaining to maintenance and construction. The Maintenance and Construction and Improvement Agreements and matters pertaining to their application will be vested with the Chief of Maintenance.
- e. Administrative Officer: Will act on behalf of the Superintendent in all matters related to the fiscal obligations associated with concession activities.
- f. Safety Officer: Will provide safety orientation and Annual Safety Evaluations and serves as the direct line of communication to the Concessioner on safety-related matters.

3. Responsibilities of District Personnel

- a. District Ranger: Will provide fire suppression and implementation of park operation plans related to the area. Serves as a direct line of communication to the Concessioner related to fire control, law enforcement, search and rescue, lost and found items and resource management.
- b. Building and Utilities Foreman/Roads and Trails Foreman: Will provide day-to-day supervision over all maintenance activities and operations in the District. Serves as the direct line of communication to the Chief of Maintenance on major problems.
- c. District Naturalist: Will provide interpretive programs and information to the visiting public.

II. Season and Hours of Operation

The Concessioner shall provide the services authorized by the permit on a year-round basis with the following minimum hours of operation:

- 1. Off-Season - (November to March): By Reservation.
- 2. In-Season - (April to October): 4:30 p.m.-10 a.m., 7 days a week.

These hours of operation will remain in effect and be adhered to unless changes are requested in writing and approved by the Superintendent.

III. Scope and Quality of Service

All services will be operated in accordance with industry standards and those standards set forth by the National Park Service Review Program. Both the Service and the Concessioner will be responsible for separately inspecting, monitoring and being aware of the Concessioner's facilities and services with respect to applicable standards, rate comparability, safety, public health and visitor complaints and responses. Consistent with the Review Program, the Service will conduct unannounced inspections of the facilities. The minimum number of inspections shall be:

1. Periodic Evaluations: 2 annually (1 if high standards are maintained).
2. Public Health: 2 annually (1 if high standards are maintained).
3. Safety: 1 annually

The Concessioner facilities and services authorized for operation pursuant to the permit are:

- a. Youth Hostel Lodging Accommodations: Standard Rooms with common bath, bunk beds, mattress, and cover, pillow with case, and blankets. Clothes hanging facility, chair, mirror and waste basket. Towels and "sleep sheet" will be available for rental.
- b. Food Preparation Area: A kitchen facility where the hostel guests prepare their own meals and cleaning services are provided.
- c. Interpretive materials: The Concessioner shall provide only interpretive materials provided by the Chief Naturalist, including park folders, interpretive activity sheets and related publications.

Additional materials may be provided in an informational display related to hostels in California, Oregon, Washington, and other areas of the U.S., as well as information on nearby attractions, local events, and cultural activities. Such material shall be informational in content and format and not construable as commercial advertising.

IV. Reports

- a. The Concessioner shall furnish the Superintendent with the names of individuals responsible for operation and supervision of the Hostel, and copies of all Hostel rules, regulations, fees, charges and such other items as are deemed necessary and desirable.

- b. The Concessioner shall furnish the Superintendent a written report covering essential aspects of the entire hostel operation after each six (6) months of operations. This report shall include, but not be limited to:
 1. Number of beds available
 2. Number of beds occupied
 3. Number of guests
 4. Revenue
 5. Expenses
 6. Summary of incidents, emergencies, and significant events.

V. Rates

- a. Any rate changes shall be provided to the Superintendent by the Concessioner in a written rate schedule fifteen (15) working days prior to implementation. The Concessioner shall provide comparability data to support proposed rates at the time approval is requested. The rate request shall include pertinent information about the product or service proposed. This includes current rate, date approved, proposed rate, amount of increase, description of product or service and percentage of mark-up (where applicable). The rate request will be acted upon by the Service within ten (10) working days of the rate request submittal. The Service will approve, disapprove or adjust rates and will inform the Concessioner of the approval, disapproval, or adjustment of rates. The reasons for disapproval or adjustment will be provided to the Concessioner. Only those items approved by the Superintendent shall be available for sale or rental.
- b. All approved prices will be prominently displayed and all merchandise will be marked with approved prices.
- c. The following notice will be prominently posted where the rates are displayed and other locations deemed appropriate by the Superintendent:

"This service is operated by American Youth Hostels, Inc., a concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner.

Reasonableness of prices are based on comparability; that is, the prices are based on those prices charged by closely similar private enterprises outside the park for similar service with due consideration for appropriate differences in operating conditions. Such considerations may include length of season, provisions for peakloads, accessibility, availability and cost of labor and materials, type of patronage, and other factors deemed significant.

Please address comments to:

Superintendent
Redwood National Park
1111 Second Street
Crescent City, CA 95531

VI. Lost and Found

Each found item shall be tagged, using the standard National Park Service form, listing the item found, when, and by whom. If an item is not claimed within seven (7) days, it shall be turned over to the District Ranger or otherwise mailed or transmitted to the park headquarters in accordance with the park's lost and found policy. To the greatest extent possible, the Concessioner shall attempt to identify the owner of found property and return it.

VII. Motor Vehicles

- a. The Concessioner's staff members operating motor vehicles must comply with all Federal, State and local laws and regulations governing the operation and maintenance of motor vehicles.
- b. Transportation must be available at all times for emergencies.
- c. Buses and other similar vehicles parked at the Hostel shall have wheels blocked to prevent the buses from rolling from their parking places.

VIII. Safety, Sanitation and Security

- A. The Concessioner shall comply with applicable requirements of the Service's Safety Management Guidelines, Requirements, and Responsibilities, the Occupational Safety and Health Act, and other Federal, State, and local safety codes, statutes and standards. The Concessioner shall at all times exercise precautions for the safety of all persons within its facilities. The Service shall monitor the Concessioner's safety program.

The Service and the Concessioner shall be responsible for separately assuring that respective property, equipment and related facilities are maintained in a safe condition at all times, and repaired as necessary or directed.

- B. Arrangements for possible emergency medical aid, fire protection and law enforcement shall be made by the Concessioner, and telephone numbers of such services shall be prominently posted at the Hostel bulletin board. Other numbers and information that shall be posted include the nearest National Park Service representative, local doctors, local rescue squad, and instructions for administering first aid. All accidents involving personal injury, within the Hostel area, and from other occurrences, such as auto injuries, shall be immediately reported to the designated National Park Service office or representative.
- C. Adequate first aid equipment must be furnished, consistent with the size of the facility, and kept on hand by the Concessioner.
- D. A fire emergency plan shall be developed and coordinated with the local fire department and National Park Service.
- E. Firearms, controlled substances and pets will not be allowed at any time within the premises or assigned area.
- F. Drinking cups or towels for common or multiple use will not be allowed at any time.
- G. Visitor protection and fire protection shall be the primary responsibility of the Service. The Concessioner has primary responsibility to assure that all assigned buildings within the designated area meet fire safety codes and that fire detection and suppression equipment is in good operating condition at all times. The fire escape and means of egress area will be clear and passable at all times.

IX. Concession Employees and Employment

- a. All employees dealing directly with hostel guests and public shall wear uniforms or standardized clothing and name badges. Employees will be neat and clean in appearance.
- b. All employees dealing directly with the hostel guest and the public will receive, in addition to job related training (such as Public Health, fire, first aid and other emergency procedures), such training which includes informational orientation on local and National Park Service history, driving regulations and cautions, things to see and do in the area, and functions of the Concessioner and the Service.

X. Taxes and Assessments

The Concessioner will pay or cause to be paid all taxes and assessments levied or assessed upon the possession, use or occupancy of the premises. The Concessioner is liable for prompt payment of electricity, refuse collection, telephone, sewage disposal, water or any other utility or service, whether provided by governmental authority, public or community service company.

XI. Utilities

Utilities provided by the National Park Service

Service:	Rate Structure to be charged:
----------	-------------------------------

- | | |
|--------------------|----------------------|
| 1. Water | \$3.24/1,000 gallons |
| 2. Sewage Disposal | Included |

Rates will be reviewed annually and adjustments made based on actual operating costs or comparability to surrounding communities, whichever is greater.

XII. Public Information and Advertising

All publications, advertising and other media expressions proposed by the Concessioner must be reviewed and approved in advance by the Superintendent. All advertising will contain the information that the facility is an "Authorized Concessioner of the National Park Service."

XIII. Complaints

Complaints or comments received by the Service regarding Concessioner facilities shall be sent to the Concessioner for investigation and response in a timely manner. A copy of the response will be provided to the Superintendent. A copy of the Service's response will be forwarded to the Concessioner.

Signed at Redwood National Park this 26th day of August, 1986.

CONCESSIONER

NATIONAL PARK SERVICE

BY: Barbara Tatum

BY: Douglas G. Warnock
Superintendent

TITLE: Executive Director

DATE: August 26, 1986

Construction and Improvement Program

The following Construction and Improvement Program will be implemented by the Concessioner, except as noted in item 20.

1. Rehabilitation of the existing structure to include:
 - a. Removal of interior walls and ceilings to bare studs (refer to building drawing - Attachment 1 - for interior walls or portions thereof to be removed).
 - b. Installation of sheetrock partition walls (interior).
2. Construction of a pier and post type of foundation for an additional structure of approximately 480 square feet (16' x 30').
3. Construction of a two-story structure to be added on to the existing structure, the new structure to include:
 - a. Installation of load-bearing foundation and members (beams, flooring and other structural components).
 - b. Inspection and certification for conformance to codes and for structural integrity as required.
 - c. Installation of exterior load-bearing walls.
 - d. Installation of sheetrock partition walls and ceilings (interior).
 - e. Installation of wood shingle roofing.
4. Installation of water, sewer, electrical and telephone utility systems within both the rehabilitated existing structure and the new addition structure consistent with applicable codes. An exterior-mounted electrical disconnect switch will also be installed.
5. Installation of Life Safety Apparatus required (alarm system [Pull-box type], smoke detectors, emergency lighting, exit lighting, door closures, fire doors, panic hardware, firespread enclosures, fire sprinklers, etc., as required) within both existing and new structures.
6. Installation of a second floor exterior stairway consistent with Life Safety Code requirements, including exterior emergency lighting.
7. Rehabilitation of existing interior stairway consistent with Life Safety Code requirements, including emergency lighting, fire door, panic hardware and firespread enclosure.

8. Installation of insulation within walls, ceilings and floors consistent with building codes.
9. Installation of flooring, door frames, doors, and ceilings within both structures. The lower floor dormitory room of the existing structure will be handicapped accessible.
10. Installation of toilets, lavatories, bath/shower units, etc., to the lower floor restroom and upstairs restroom. The upstairs restroom will require structural modification and the lower restroom will be handicapped accessible. Exhaust fans will be installed in restrooms.
11. Installation of furnishings, fixtures, appliances and equipment for dormitory, common area and dining rooms.
12. Installation of entrance doors, trim, windows, window guards (existing structure) and storm windows.
13. Installation of a heating system for both structures consistent with applicable codes.
14. Installation of a wood burning stove in the common area consistent with applicable codes. The chimney must be repointed and a liner installed within the existing chimney.
15. Install kitchen appliances (stove, refrigerator and sink) in the upstairs kitchen. The kitchen will have an exhaust fan installed.
16. Installation of kitchen appliances and apparatus in the downstairs kitchen, consistent with Public Health Service requirements, to include:
 - a. Stove with required fire suppression equipment.
 - b. Three compartment sink.
 - c. Refrigeration and Freezer Equipment.
 - d. Food Preparation Equipment.
 - e. Floor covering - tile or other material - sealed and easily cleanable.
17. Installation of a restroom adjacent to the kitchen; restroom to be equipped with an exhaust fan.
18. Removal of kitchen chimney through the second floor to the point of contact with the brick chimney within the roof. The brick chimney will be sealed off and supported.

19. Install a 8'x 19' deck for the north side of the existing structure (from the common room) and a 8'x 19' deck for the west side of the additional structure.
20. The National Park Service agrees to inspect and replace, if necessary, the load-bearing foundation and members (beams and other structural components) of the existing structure.
21. The Concessioner agrees that upon expiration or revocation of this permit, compensation by the United States for any improvements provided in accordance with this construction and improvement program shall be zero (0) dollars.

9/24/86
10/2/86

Signed at Redwood National Park this 26th day of August, 19 86.

CONCESSIONER

NATIONAL PARK SERVICE

BY:

Carbana

BY:

Douglas G. Warnock
Superintendent

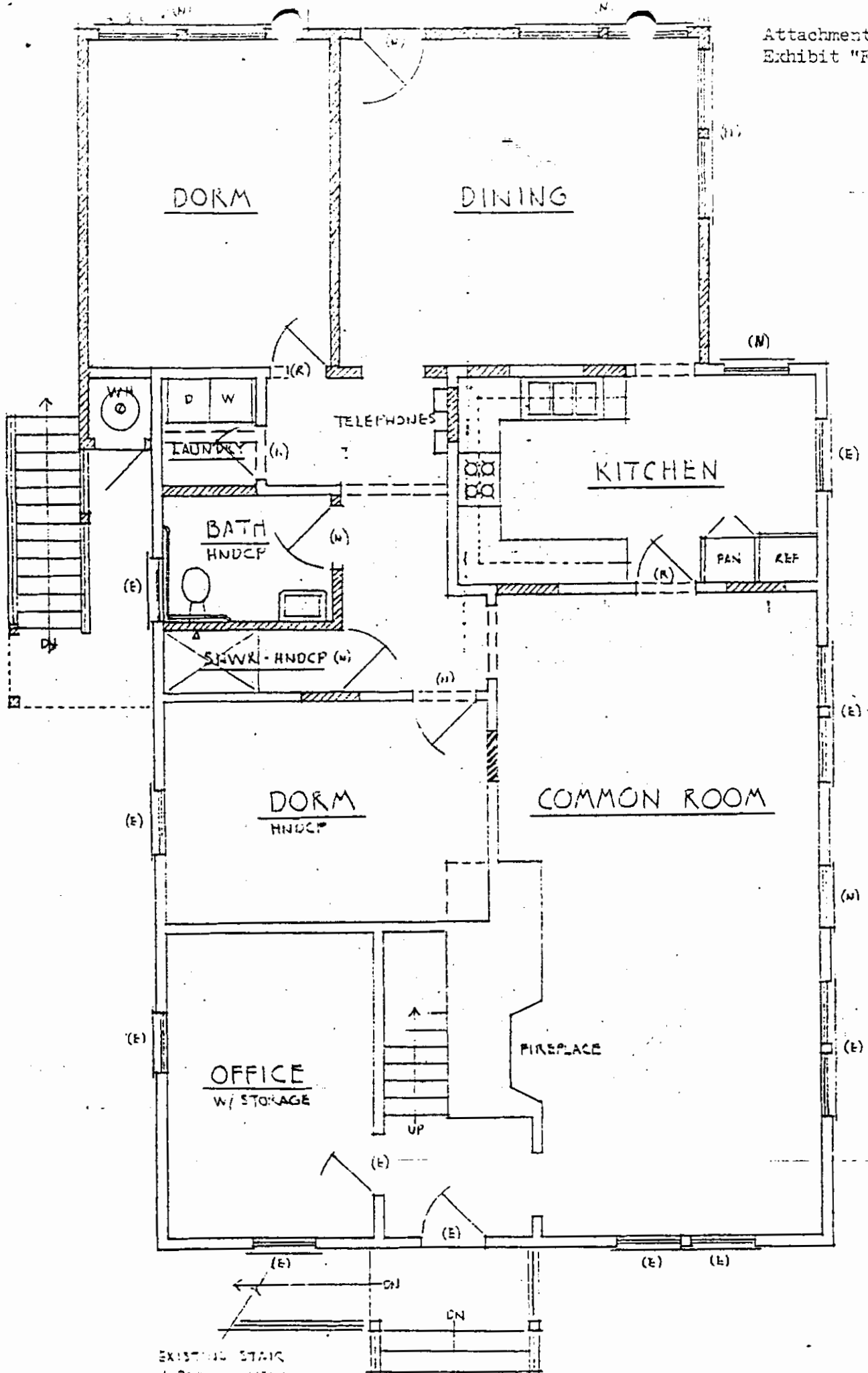
TITLE:

Executive Director

DATE:

August 26, 1986

Attachment "A"
Exhibit "F"



Attachment "B"
Exhibit "F"

